



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 04, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

29 October 4, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE COOPERATIVE AGREEMENT FOR
AVENUE N FROM 45TH STREET WEST TO 1,800 FEET EAST OF
30TH STREET WEST ROAD IMPROVEMENT PROJECT
AND ADOPT RESOLUTION FOR JURISDICTION
CITY OF LANCASTER-COUNTY OF LOS ANGELES
UNINCORPORATED COMMUNITY OF QUARTZ HILL
(SUPERVISORIAL DISTRICT 5)
(4 VOTES)**

SUBJECT

This action is to approve the cooperative agreement between the City of Lancaster and the County of Los Angeles to provide financing and delegation of responsibilities for the resurfacing of the deteriorated roadway pavement on Avenue N from 45th Street West to 1,800 feet east of 30th Street West, which is jurisdictionally shared between the Cities of Lancaster and Palmdale and the County of Los Angeles; and adopt the resolution declaring portions of Avenue N within the City of Lancaster to be part of the County System of Highways.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Mayor of your Board to sign the cooperative agreement with the City of Lancaster to provide financing and delegation of responsibilities for the resurfacing of the deteriorated roadway pavement on Avenue N from 45th Street West to 1,800 feet east of 30th Street West. The agreement provides for the County of Los Angeles to perform the preliminary engineering and administer the construction of the project and further provides that the City of Lancaster and the

County of Los Angeles will finance their respective jurisdictional shares of the project cost. The City of Palmdale will finance its jurisdictional share of the project cost under a service request. The total project cost is estimated to be \$1,562,000, with the City of Lancaster's share estimated to be \$636,000, the City of Palmdale's share estimated to be \$29,000, and the County of Los Angeles' share estimated to be \$897,000.

3. Adopt the resolution declaring portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West, within the City of Lancaster, to be a part of the County System of Highways.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for your Board to approve an agreement with the City of Lancaster to provide financing and delegation of responsibilities for the resurfacing of the deteriorated roadway pavement on Avenue N from 45th Street West to 1,800 feet east of 30th Street West and for the County of Los Angeles (County) to obtain jurisdiction of Avenue N from 45th Street West to 1,800 feet east of 30th Street West located within the City. The City of Lancaster and the County will fund their jurisdictional shares of the work based on the portion of the work within each jurisdiction. The City of Palmdale will finance its jurisdictional share of the work through a service request.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). By improving the subject roadway, residents of the Cities of Lancaster, Palmdale, and nearby unincorporated County communities who travel on Avenue N will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$1,562,000, with the City of Lancaster's share estimated to be \$636,000, the City of Palmdale's share estimated to be \$29,000, and the County's share estimated to be \$897,000. The cooperative agreement between City of Lancaster and the County will provide for the City of Lancaster to finance its jurisdictional share of the project cost. The City of Palmdale will finance its jurisdictional share of the project cost under a service request to the County. This project is included in the Fifth Supervisorial District's Road Construction Program in the Fiscal Year 2011-12 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement has been approved as to form by County Counsel and executed by the City of Lancaster.

The enclosed agreement provides for the County to perform the preliminary engineering and administer construction of the project and the City of Lancaster and County to finance their respective jurisdictional shares of the project cost. The City of Lancaster's actual payment will be based upon a final accounting after completion of the project.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of

supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code.

Sections 1700-1702 of the California Streets and Highways Code provide that the board of supervisors of any county may, by a resolution adopted by a four-fifths vote of its members, declare any highway in the county lying in whole or in part within a city to be a county highway for certain purposes, including improvement. The governing body of the affected city may consent to the relative portion of the highway within its jurisdiction being included as part of the county highway system. Thereafter, the board of supervisors of the county may acquire right of way, construct, maintain, improve, or repair such highway in the same manner as other county highways.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 2, 4, and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for resurfacing roadway pavement, modification of existing traffic signal system, and maintenance of existing roadway facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Improvement of the roadway pavement on Avenue N is needed to enhance the quality of life for residents who travel on this street.

CONCLUSION

Please return one adopted copy of this letter and the cooperative agreement and resolution marked CITY ORIGINAL to the Department of Public Works, Programs Development Division. The cooperative agreement and resolution marked COUNTY ORIGINAL is for your files.

The Honorable Board of Supervisors

10/4/2011

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, Avenue N is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to resurface the deteriorated asphalt concrete pavement on Avenue N from 45th Street West to 1,800 feet east of 30th Street West, (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY, City of Palmdale, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the preliminary engineering, construction contract, construction inspection and engineering, materials testing, construction survey, environmental documentation, and contract administration for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be One Million Five Hundred Sixty-two Thousand and 00/100 Dollars (\$1,562,000.00) with CITY'S jurisdictional share being Six Hundred Thirty-six Thousand and 00/100 Dollars (\$636,000.00), City of Palmdale's share being Twenty-nine Thousand and 00/100 Dollars (\$29,000.00) and COUNTY'S share being Eight Hundred Ninety-seven Thousand and 00/100 Dollars (\$897,000.00); and

WHEREAS, CITY, City of Palmdale, and COUNTY are willing to finance their respective jurisdictional shares of the COST OF PROJECT; and

WHEREAS, CITY and COUNTY agree to allow the City of Palmdale to finance its jurisdictional share under a service request with the COUNTY; and

WHEREAS, CITY and COUNTY are both willing to finance their respective jurisdictional shares of COST OF PROJECT as described in paragraph (4) b. below.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental finding and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies and all other necessary work after advertising of PROJECT for construction to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of PRELIMINARY ENGINEERING, CONSTRUCTION CONTRACT, CONSTRUCTION ADMINISTRATION, and all other work necessary to construct PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting pursuant to paragraph (4) b. below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient funds to finance its share of COST OF PROJECT, currently estimated to be Six Hundred Thirty-six Thousand and 00/100 Dollars (\$636,000.00). Said demand will consist of a billing invoice prepared by COUNTY.
- c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West within CITY as part of the County System of Highways for the limited purpose of constructing PROJECT improvements.
- d. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. To cooperate with COUNTY in conducting negotiations with, and where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.

- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S jurisdiction of PROJECT.
- i. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S share of COST OF PROJECT pursuant to paragraph (4) b. below, the actual amount of which is to be determined by a final accounting of PROJECT costs.
- c. To obtain CITY'S approval of plans for PROJECT prior to soliciting for construction bids.
- d. To solicit bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.
- e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That if the City of Palmdale fails to finance its share of the project with a services agreement with the COUNTY, COUNTY will either delete the City of Palmdale segment of the PROJECT, or agree to a cost sharing agreement between the CITY AND COUNTY.

- b. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement), located within CITY'S JURISDICTION, shall be borne by CITY. Such costs constitute CITY'S JURISDICTIONAL share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement), located within COUNTY'S JURISDICTION, shall be borne by COUNTY. Such costs constitute COUNTY'S JURISDICTIONAL share of the COST OF PROJECT.
- c. That if CITY'S payment, as set forth in paragraph (2) b. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S payment.
- d. That if CITY'S share of COST OF PROJECT, based upon the final accounting, exceeds CITY'S payment as set forth in paragraph (2) b. above, COUNTY shall make a demand for the additional amount and CITY shall either pay to COUNTY the additional amount or if CITY disputes the additional amount demanded, follow the procedure set forth in subparagraph (g) for dealing with discrepancies. Said demand will consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said payment, COUNTY shall refund the difference to CITY within sixty (60) calendar days after completion of final accounting of the actual total COST OF PROJECT.
- e. That if CITY'S final payment, as set forth in paragraph (4) d. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to the AGREEMENT currently in effect.
- f. That if CITY'S final payment, as set forth in paragraph (4) d. above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

- g. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- h. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice.
- i. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- j. COUNTY hereby assigns all of its right, title, and interest to the unexpired portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT following completion of construction of the PROJECT and field acceptance of said construction by COUNTY. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- k. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- l. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Robert Neal
Director of Public Works
City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534-2461

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

A courtesy copy of this AGREEMENT and any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the City of Palmdale at the following:

Mr. Michael Mischel
Director of Public Works
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

- m. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- n. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S geographical limits including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- o. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- p. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S geographical limits, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- q. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LANCASTER on September 13, 2011, and by the COUNTY OF LOS ANGELES on October 4, 2011.

COUNTY OF LOS ANGELES

By Mike Antonovich
Mayor, County of Los Angeles

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Ch Tal
Deputy



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Ch Tal
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By Andrea Sheridan Ordin
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 OCT 4 2011

77664

CITY OF LANCASTER

By Robert Davis
Mayor

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTEST:

By Geis K. Bynum
City Clerk

APPROVED AS TO FORM:

By Jason Adams
City Attorney

**RESOLUTION DECLARING THE PORTIONS OF AVENUE N
FROM 45TH STREET WEST TO 1,800 FEET EAST OF 30TH STREET WEST,
WITHIN THE CITY OF LANCASTER, TO BE A PART OF THE
COUNTY SYSTEM OF HIGHWAYS**

WHEREAS, by reason of its location and travel thereon, the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West, within the City of Lancaster, in the County of Los Angeles, State of California, should be a part of the County System of Highways for the limited purpose of resurfacing roadway pavement as provided in Sections 1700-1702 inclusive of the Streets and Highways Code of the State of California; and

WHEREAS, it is the purpose of the Board of Supervisors of said County to cause construction of the above-stated improvements and perform appurtenant work thereon provided the consent of the governing body of the City shall first be given by means of adopting the enclosed resolution of the City Council of the City of Lancaster, California, consenting to the establishment of the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West, within said City, as part of the County System of Highways;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California, that the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West, within the City of Lancaster, are hereby declared to be a part of the System of Highways of said County as provided in Section 1700 of the Streets and Highways Code of the State of California for the purpose of authorizing construction of the aforementioned work.

BE IT FURTHER RESOLVED, by the Board of Supervisors of the County of Los Angeles, State of California that the County agrees:

- a) That the County of Los Angeles shall not be responsible for any damage or liability occurring by reason of any roadway condition on the aforementioned streets, within the City of Lancaster, existing prior to the start of road construction by the County or following the completion and field acceptance of said construction.
- b) That the work to be performed by the County shall not include roadway maintenance activities on the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West, within the City of Lancaster, prior to the start of road construction by the County or following the completion and field acceptance of said construction.

The foregoing resolution was adopted on the 4th day of October, 2011, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By 
Deputy

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By 
Deputy

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LANCASTER, CALIFORNIA, CONSENTING TO THE ESTABLISHMENT OF
THE PORTIONS OF AVENUE N FROM 45TH STREET WEST TO 1,800 FEET EAST
OF 30TH STREET WEST WITHIN SAID CITY AS PART OF THE COUNTY SYSTEM
OF HIGHWAYS**

WHEREAS, the County of Los Angeles Board of Supervisors on October 4, 2011, duly adopted a Resolution declaring the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West within the City of Lancaster to be a part of the County System of Highways for the purpose of resurfacing the roadway pavement at the aforementioned location, as provided in Sections 1700-1702 inclusive of the Streets and Highways Code of the State of California; and

WHEREAS, said Board of Supervisors by said Resolution requested this Council to give its consent to allow the County of Los Angeles to perform roadway pavement resurfacing (Road Work) within the City of Lancaster; and

WHEREAS, it is the intent of the County of Los Angeles Board of Supervisors to perform the Road Work, provided the consent of the governing body of the City of Lancaster shall first be given under the terms herein.

NOW, THEREFORE, the City Council of the City of Lancaster does resolve as follows:

SECTION 1. Consent to Inclusion in County Highway System – This City Council does hereby consent to include the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West within the City of Lancaster as part of the System of Highways of the County of Los Angeles as provided in Sections 1700-1704 inclusive of the Streets and Highways Code of the State of California, for the limited purpose of resurfacing the roadway pavement at this location.

SECTION 2. Indemnification – That the City of Lancaster shall fully indemnify, defend, and hold the County of Los Angeles harmless in connection with any and all claims, liability, injury (as defined by Government Code Section 810.8) or damage relating to the roadway that is not caused directly by County's Road Work.

SECTION 3. Roadway Maintenance – The City of Lancaster will remain the owner of the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West within the City of Lancaster and remain responsible for all roadway maintenance activities on the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West within the City of Lancaster prior to the start of construction by the County and following the completion and field acceptance of said construction. Following completion of construction and County's field acceptance of the Road Work, the City of Lancaster accepts ownership and full responsibility for all roadway

maintenance, including relating to the Road Work, for the portions of Avenue N from 45th Street West to 1,800 feet east of 30th Street West within the City of Lancaster.

SECTION 4. Environmental Documentation – The City Council does hereby consent to adopt and concurs with the environmental findings pursuant to the California Environmental Quality Act that have been adopted by the County in connection with the Road Work.

SECTION 5. Warranty for Road Work – The County hereby assigns to City all of its right, title, and interest to the unlapsed portion of a one-year warranty granted to the County by the construction contractor performing the Road Work following completion of construction of the Road Work and field acceptance of said construction by County. The City agrees to accept said assignment as its sole remedy against the County in connection with defects relating to said Road Work.

P:\pdpub\City\Cities-Uninc Areas\North Los Angeles County\Lan\Avenue N 45th Street West to 30th Street West City Jur Res Rev.doc